

GROUND LEASE

This Ground Lease (the "Lease") is entered into on March 10<sup>th</sup>, 2010, by and between IMMY CORPORATION, a Texas corporation (hereinafter called "Lessor") and Noorani Corporation, a Texas corporation (hereinafter called "Lessee").

Ground Lease

Lessor hereby leases and demises to Lessee, and Lessee hereby takes and leases from Lessor, upon the terms and conditions set forth herein, that portion of the real property, a legal description of which is attached hereto as Exhibit A ("Property") consisting of approximately twenty feet in depth from the South portion of the property line of the Property, as more fully described in the Survey attached hereto as Exhibit B which is incorporated herein for all purposes ("Tract").

In consideration of the foregoing and of the covenants, conditions, and terms set forth herein in this Lease, and other good and valuable consideration, Lessor and Lessee do hereby covenant and agree as follows:

1. *Term.* This Lease shall commence on March 4th, 2010 (the "Lease Commencement"), and its term (the "Term") shall end on midnight of March 3<sup>rd</sup>, 2030, unless sooner terminated or extended as herein provided or permitted. Lessee shall, at the expiration or termination of this Lease leave, surrender and vacate the Tract and all improvements located thereon in good order and repair, ordinary wear and tear and insured casualty loss excepted.
2. *Rent.* Upon execution hereof, Lessee shall pay to Lessor the amount of \$100.00 per annum as rent during the Term of this Lease. The rent shall be due and payable commencing on the 1<sup>st</sup> day of April, 2010 and shall be due and payable thereafter on April 1<sup>st</sup> of each successive year of the Term.
3. *Right to Purchase.* At any time during the Term, Lessee shall have the absolute right to purchase the Tract from Lessor for the sum of Ten Thousand Dollars ("Purchase Price") upon the giving of written notice of such election to Lessor. Closing on the sale shall occur within ten business days of Lessor's receipt of the written notice.
4. *Termination* Lessor shall have the absolute right without notice to immediately terminate this Lease in the event that there is any transfer or taking, voluntary or involuntary, of Lessee's real property which is contiguous to the southern portion of the Tract. Upon such termination Lessor's liabilities and obligations under this Lease shall also terminate and any right or interest which Lessee had pursuant to the Lease or otherwise shall become null and void.
5. *Maintenance.* Lessee shall have the sole responsibility to maintain and repair when necessary the Tract and shall not permit any material deterioration of the Tract.
6. *Encumbrances.* Lessee shall not pledge or otherwise encumber the Tract and any such attempted encumbrance shall be null and void at its inception and the permitting of any such encumbrance by Lessee shall automatically terminate this Lease without any further notice.
7. *Quiet Enjoyment.* Lessor represents and agrees that Lessor has lawful title and right to make this Lease for the Term. Lessor covenants that if Lessee shall timely pay the lease payments provided herein, that Lessee shall peaceably and quietly occupy and enjoy the possession of the Tract during the Term, subject to the terms of this Lease, including Lessor's right of termination as set forth in the Lease, without interference or hindrance by Lessor or its agents.

Return to:  
 Grant Engineering, Inc  
 3244 Hemphill Street  
 Fort Worth, Texas 76110

8. *Lessee's Default.*

Each of the following shall comprise an Event of Default (herein so called) hereunder:

- i.) If default shall be made by Lessee in the due and punctual payment of any lease payments payable under this Lease when and as the same shall become due and payable, and such default shall continue for a period of ten (10)) days following the due date;
- ii.) Lessee shall materially breach any covenant under this Lease.

Upon the occurrence of any Event of Default, Lessor shall have the option to pursue the following remedy: Terminate this Lease, in which event Lessee shall immediately surrender the Tract to Lessor.

9. *Expenses.* If it shall become necessary for either Lessor or Lessee to employ counsel to enforce any term, covenant or provision of this Lease, or to defend any action brought by the other party in connection with this Lease or otherwise, or to recover possession of the Tract, then, in any such event, the non-prevailing party in such action agrees to pay any reasonable attorneys' fees and expenses incurred by the prevailing party.

10. *Waiver.* No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same of any other condition or covenant of said Lease.

11. *Assignment.* Lessee shall have no right to transfer, assign or convey, in whole or in part, any or all of its rights, obligations and interests under this Lease and any attempt to make such assignment shall be null and void and unenforceable.

12. *Governing Law.* This Lease shall be governed by the laws of the State of Texas.

13. *Indemnification by Lessee.* Lessee agrees to and does hereby indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Tract.

14 **Entire Agreement.** THIS LEASE AND THE EXHIBITS HERETO REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED HEREIN, SUPERSEDES ANY AND ALL PRIOR DISCUSSIONS AND AGREEMENTS (WRITTEN OR ORAL) BETWEEN THE PARTIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be executed as of the day and year first above written.

**LESSEE NOORANI CORPORATION**  
a Texas corporation

By: \_\_\_\_\_

Name: Wazir Noorani

Title: President

**LESSOR IMMY CORPORATION**  
a Texas corporation

Name: \_\_\_\_\_

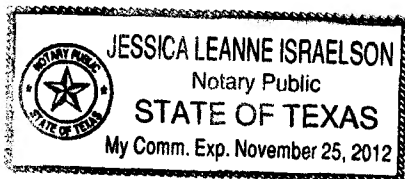
Wazir Noorani

Title: President

**STATE OF TEXAS**

**COUNTY OF TARRANT**

This instrument was acknowledged before me this 10<sup>th</sup> day of March, 2010 by Wazir Noorani, president of Lessor, IMMY Corporation on behalf of said corporation.



\_\_\_\_\_  
Jessica Leanne Israelson  
Notary Public, State of Texas

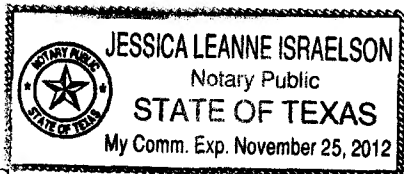
My Commission Expires:

11-25-12

**STATE OF TEXAS**

**COUNTY OF TARRANT**

This instrument was acknowledged before me this 10<sup>th</sup> day of March, 2010 by Wazir Noorani, president of Lessee, Noorani Corporation, a Texas corporation, on behalf of said corporation.



\_\_\_\_\_  
Jessica Leanne Israelson  
Notary Public, State of Texas

My Commission Expires:

11-25-12

## Exhibit A

LEGAL DESCRIPTION

A 0.0803 acre tract out of the JOHN COLLETT SURVEY, Abstract No. 261, Tarrant County, Texas, being a portion of that 0.730 acre tract conveyed to Immy Corporation by General Warranty Deed recorded at Clerk's File No. D207423172, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2" steel rod in the southeast corner of said Immy Corporation Tract, at the intersection of the west right-of-way line of Anglin Drive, a public street with a variable width, and the north right-of-way line of Forest Hill Circle, a public street with a variable width;

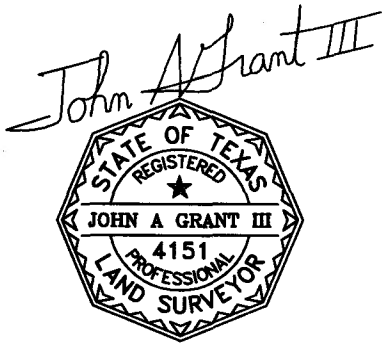
THENCE North along the west right-of-way line of said Anglin Drive, 120.87 feet to the Point of Beginning;

THENCE South 89°44'00" West, 175.00 feet to a point;

THENCE North, 20.00 feet to the southeast corner of the remainder of that 1.337 acre tract conveyed to G & H Land Company by Special Warranty Deed recorded in Volume 9565, Page 1602, of said Deed Records;

THENCE North 89°44'00" East at 13.00 feet passing the southwest corner of Lot 1, Block 1, Classic Addition, an Addition to the City of Forest Hill, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 514, Plat Records, Tarrant County, Texas, at 160.00 feet passing the southeast corner of said Lot 1, Block 1, and continuing in all, 175.00 feet to a point in the west right-of-way line of said Anglin Drive;

THENCE South along the west right-of-way line of said Anglin Drive, 20.00 feet to the Point of Beginning, and containing 0.0803 acres (3,500 square feet) of land, more or less.



March 1, 2010

**Grant Engineering, Inc.**

Engineers      Surveyors      Planners  
3244 Hemphill Street      Fort Worth, Texas 76110-4014      817-923-3131

Exhibit B



SCALE: 1" = 30'

CLASSIC ADDITION  
CABINET A, SLIDE 514

LOT 1, BLOCK 1

REMAINDER OF  
1.337 ACRE G & H LAND CO. TRACT  
VOL. 9585, P. 1602

REMAINDER OF  
0.730 ACRE IMMY CORPORATION TRACT  
D 207423172

40'

( R/W VARIES )

N 89°44'00" E 175.00'

NORTH  
20.00'

13.00'

SOUTH  
20.00'

S 89°44'00" W 175.00'

POINT OF  
BEGINNING

J O H N  
S U R V E Y  
C O L L E T T

REMAINDER OF  
0.730 ACRE  
IMMY CORPORATION TRACT

D 207423172

120.87'

NORTH

2

6

1

ANGLIN DRIVE

25'

POINT OF  
COMMENCING

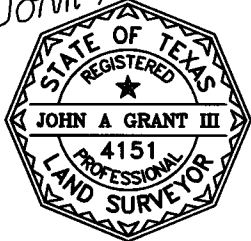
FND.  
1/2" ROD

( 50' R/W )

FOREST HILL CIRCLE

25'

*John A Grant III*



March 1, 2010

Grant Engineering, Inc.

Engineers Surveyors Planners  
3244 Hemphill Street Fort Worth, Texas 76110-4014 817-923-3131

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

GRANT ENGINEERING INC  
3244 HEMPHILL STREET  
FT WORTH, TX 76110

Submitter: GRANT ENGINEERING INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 3/17/2010 2:55 PM

Instrument #: D210059870

LSE

6

PGS

\$32.00

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210059870

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK